Case 4:23-cv-00153-MSD-LRL Document 1-1 **HPPER** 

Filed 12/19122 TPage 1 of 5 Pagel 10 #Adenumber

#### WAYBILL NON NEGOTIABLE

**OMB9TE1MA** 

WAYBILL NUMBER

SEL1224269

TEL: 82-31-8006-3630 ATTN: TAEHEE JUNG

SAMSUNG SDI CO., LTD

ONSIGNEE

KOREA

ABB ENTERPRISE SOFTWARE INC.

150-20 GONGSE-RO, GIHEUNG-GU,

YONGIN-SI, GYEONGGI-DO 446-577,

USNBD PRODUCTS AND SYSTEMS 2500 S.COMMERCE DRIVE NEW BERLIN WI 53151 ATTN: GRETCHEN BEERS

TEL: 24-696-1576

E-MAIL: GRETCHEN.BEERS@US.ABB.COM

OTIFY PARTY. Carrier not to be responsible for failure to notify

KANBAN LOGISTICS

1114 KINGSBORO ROAD ROCKY MOUNT

NC 27801 USA

AL P3719501

ATTN: DEBORAH L GRACZ PHONE: 919-855-2338

E-MAIL: DEBORAH.L.GRACZ@US.ABB.COM

CARRIER: CMA CGM Société Anonyme au Capital de 234 988 330 Euros

Head Office: 4, quai d'Arenc - 13002 Marseille - France Tel: (33) 4 88 91 90 00 - Fax: (33) 4 88 91 90 95

562 024 422 R.C.S. Marseille

PRE CARRIAGE BY*		PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	TO BE PAID AT NUMBER OF ORIGINAL WAYBILL		
			SEOUL	ZERO (0)		
VESSEL		PORT OF LOADING	PORT OF DISCHARGE	FINAL	PLACE OF	DELIVERY*
SCO SHIPPING LOTUS	BUSAN,	KOREA	NORFOLK, VA			
MARKS AND NOS	NO AND KIND	DESCRIPTION OF PACKAGE	ES AND GOODS AS STATED BY SHIPPER	GROSS WEIGHT	TARE	MEASUREMEN
CONTAINER AND SEALS	OF PACKAGES	SHIPPER'S LOAD STO	W AND COUNT SAID TO CONTAIN	CARGO		
				KGS	KGS	CBM
MU5366910	1 x 40RH	300 PACKAGE (S)		18300.000	4580	24.630

EXPORT REFERENCES

PSN: LITHIUM ION BATTERIES (including lithium ion

polymer batteries)

UN Number: 3480 - IMDG Class: 9

EM8831AE001A##MODULE

IMO CLASS : 9 UN NUMBER: 3480 INV NO. 9000336955

FREIGHT PREPAID

Cargo is stowed in a refrigerated container set at the shipper's requested carrying temperature of 20 degrees Celsius

Continued on Next Sheet

Sheet 1 of 3

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE

#### ADDITIONAL CLAUSES

largo at port is at merchant risk, expenses and responsibility

THC at destination payable by Merchant as per line/port tariff

Ground rent/storages/power supply/monitoring costs at port of discharge for Merchant's account

Reefer container can only be operated by electrical power. During land transportation the Carrier will be liable in any respect whatsoever for consequences, due to non refrigeration.

. Unless the value of cargo is declared on the face of this bill of lading or waybill in the conditions on the reverse, limitation of liability in respect of loss or damage to goods shall not exceed US\$ 500 package, or customary freight unit if goods are not shipped in package.

For the purpose of the present carriage, clause 14(2) shall exclude the application of the k/Antwerp rules, 2004.

U.S. demurrage and detention conditions are billed per CMA-CGM (America)'s U.S. tariff or service 274. The Merchant is responsible for returning any empty container, with interior clean, free of any

contracts filed with the FMC

216. Mis-declaration of cargo weight endangers crew, port workers and vessels' safety. Your cargo may be weighed at any place and time of carriage and any mis-declaration will expose you to claims for all losses, expenses or damages whatsoever resulting thereof and be subject to freight surcharge.

225. The shipper acknowledges that the Carrier may carry the goods identified in this bill of lading on the deck of any vessel and in taking remittance of this bill of lading the Merchant (including the shipper, the consignee and the holder of the bill of lading, as the case may be) confirms his express acceptance of all the terms and conditions of this bill of lading and expressly confirms his unconditional and irrevocable consent to the possible carriage of the goods on the deck of any vessel.

236. By tendering the hazardous goods for carriage, Merchant guarantees the accuracy of the description of the goods and undertakes to warn the consignee, the notify party, and all its sub contractors on the transport, storage and handling prescriptions referred to in the IMDG Code and the Material Safety Data Sheet. Merchant's particular attention is drawn on clause 20 of this bill of lading.

CEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the total number or quantity of containers or other packages or units indicated above by the Merchant for iage, subject to all the terms hereof (including the terms on page one) and tariff for the relevant trade, from the place of receipt or the port of loading, whichever applicable, to the port of discharge or place of delivery, chever applicable. This Waybill is deemed to be a contract of carriage as defined in Article 1 (b) of the Hague Rules and Hague Visbs Rules although this is not a document of title to the Goods.

LIVERY will only be made on Payment of all Freight and Charges and to the named Consignee or any third party nominated by the Consignee by written instruction to the Carrier or his Agent, unless the Shipper ructs otherwise prior to delivery. The rights and liabilities arising according to the terms hereof shall (without prejudice to any rule of common law and status) become binding between the Carrier and Consignee as if agreement has been made between them and the Shipper guerantees on reception of this Waybill that he has accepted it on his own behalf, on behalf of the Consignee and the Owner of the Goods, and warrants be has authority to do so.

claims and actions arising between the Carrier and the Merchant in relation with the contract of Carriage evidenced by this Waybill shall exclusively be brought before the Tribunal de Commerce de seelile and no other Court shall have jurisdiction with regards to any such claim or action. Notwithstanding the above, the Carrier is also entitled to bring the claim or action before the Court of the place are the defendant has his registered office. he has authority to do so.

3 Waybill is issued subject to the C.M.I Uniform Rules for Sea Waybills

(OTHER TERMS AND CONDITIONS OF THE CONTRACT ON PAGE ONE)

ACE AND DATE OF ISSUE SEOUL 12 OCT 2021

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Korea Co., Ltd. as agents for the carrier CMA CGM S. A.

GNED FOR THE SHIPPER APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED Document 1-1

#### Filed 12/11/28 TPage 2 of 5 Page 120#ALENUMBER



### WAYBILL NON NEGOTIABLE

WAYBILL NUMBER

SEL1224269

PRE CARRIAGE BY*			PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBE	R OF ORIGIN	IAL WAYBILLS
				SEOUL	ZERO (0)		
VESSEL			PORT OF LOADING	PORT OF DISCHARGE	FINA	PLACE OF	DELIVERY*
SCO SHIPPING LOTUS		BUSAN, K	OREA	NORFOLK, VA			
MARKS AND NOS	NO ANE	KIND	DESCRIPTION OF PACKA	GES AND GOODS AS STATED BY SHIPPE	R GRÖSS WEIGHT	TARE	MEASUREMEN
CONTAINER AND SEALS	SEALS OF PACKAGES		SHIPPER'S LOAD ST	OW AND COUNT SAID TO CONTAIN	CARGO		
					KGS	KGS	CBM

Shipped on Board COSCO SHIPPING LOTUS 12-OCT-2021 CMA CGM Korea Co., Ltd. As agents for the Carrier

eight in Kgs Total: 1 CONTAINER(S)

Continued From Previous Sheet

Sheet 2 of 3

18300.000

4580

24.630

ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

#### ADDITIONAL CLAUSES

gerous goods placards, labels or markings, at the designated place, and within 60 days following to date of release, failing which the container shall be construed as lost. The Merchant shall be liable to minify the Carrier for any loss or expense whatsoever arising out of the foregoing, including but not ted to liquidated damages equivalent to the sound market value - or the depreciated value due by the rier to a container lessor. The Carrier is entitled to collect a deposit from the Merchant at the time of ase of the container which shall be remitted as security for payment of any sums due to the Carrier, in icular for payment of all detention and demurrage and/or container indemnity as referred above.

. Following to the slow down / lock out affecting the US west coast ports, cargo may be discharged in alternative port without notice - subject to availability - or be on forwarded to the intended port of tination. All additional costs, including but not limited to storage, demurrage, at the alternative port, or a on forwarding freight shall be for Merchant's account and payable prior to delivery.

This Waybill is governed by the Terms and Conditions available on the CMA CGM website or com/products-services/shipping-guide/bl-clauses) which the Merchant has read and payde by the the carrier is entitled to deliver the cargo to the Consignee, after payment of any outstanding ght, on provision of proper proof of identity without the need to produce or surrender a copy of this carrier shall be entitled to charge the Merchant at any time an amount of USD 2,000 per Container or Goods (for non-containerized cargo) as processing and administrative fees. This fee shall also be

Sea Waybill.

Sea waypill.

358. Following the exceptional measures adopted by various governments in relation with the outbreak of COVID-19 virus and the operational constraints resulting thereof, the Merchants are hereby notified that the carriage of cargo may be disrupted or delayed. Cargo may not be loaded on the intended vessel and may be on forwarded to the port of destination on any alternative vessel at Carrier's sole discretion. Furthermore in case of disruption of ports' operations, the cargo may be discharged in an alternative port without notice and - subject to availability - be on forwarded to the original intended port of destination. Carrier reserve its rights to accomplish the bill of lading in any alternative port. All additional costs, including but not limited to storage, demurrage, plugging, monitoring at the alternative discharge port or extra on forwarding costs, shall be on Merchant's account and payable before delivery and the carrier shall have no liability whatsoever for any loss or damage resulting thereof

ACE AND DATE OF ISSUE

12 OCT 2021

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Korea Co., Ltd. as agents for the carrier CMA CGM S. A.

GNED FOR THE SHIPPER APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED

SEOUL

Case 4:23-cv-00153-MSD-LRL

Document 1-1

#### Filed 12/10 PAGE TPage 3 of 5 Page 1 DOWN ALL ON UMBER



### WAYBILL **NON NEGOTIABLE**

0MB9TE1MA

WAYBILL NUMBER

SEL1224269

PRE CARRIAGE BY*		PLACE OF RECEIPT*	FREIGHT TO BE PAID AT	NUMBER (	OF ORIGIN	IAL WAYBILLS
			SEOUL	ZERO (0)		
VESSEL		PORT OF LOADING	PORT OF DISCHARGE	FINAL F	LACE OF	DELIVERY*
SCO SHIPPING LOTUS	BUSAN, K	OREA	NORFOLK, VA			
MARKS AND NOS	S NO AND KIND DESCRIPTION OF PACKAG		GES AND GOODS AS STATED BY SHIPPER	GROSS WEIGHT	TARE	MEASUREMEN
CONTAINER AND SEALS	OF PACKAGES	SHIPPER'S LOAD STOW AND COUNT SAID TO CONTAIN		CARGO		

Continued From Previous Sheet Sheet 3 of 3 ABOVE PARTICULARS DECLARED BY SHIPPER. CARRIER NOT RESPONSIBLE.

#### ADDITIONAL CLAUSES

licable in case of discrepancy between the Verified Gross Mass (VGM) sent to the Carrier, or the 3ht declared to the Carrier (for non-containerized cargo), and the weight declared by the Shipper in his 1910 ping instruction or otherwise weighted during the Carriage.

. Merchant consents to the Carrier sharing information and data contained in the Bill of Lading and/or ted to the performance of the Carriage of the Goods with third parties, including but not limited to tal supply chain platforms.

ACE AND DATE OF ISSUE

SEOUL

12 OCT 2021

SIGNED FOR THE CARRIER CMA CGM S.A. BY CMA CGM Korea Co., Ltd. as agents for the carrier CMA CGM S. A.

**GNED FOR THE SHIPPER** 

APPLICABLE ONLY WHEN THIS DOCUMENT IS USED AS A COMBINED

# COMMERCIAL INVOICE



1) Shipper/Exporter SAMSUNG SDI CO., LTD 150-20 Gongse-ro, Giheung-gu, Y	ongin-si,	8) No. & date of Invoice 9000336955 0CT. 05, 2021			
Gyeonggi-do 446-577, Korea TEL: 82-31-8006-3630 ATTN: TA	EHEE JUNG	9) No. & date of L/C or Contract			
2) For Account & Risk of N ABB Enterprise Software Inc. USNBD Products and Systems 2500 S. Commerce Drive New Berli ATTN: Gretchen Beers Tel: 24 E-mail: gretchen. beers@us. abb.	n WI 53151 -696-1576	10) L/C Issuing bank			
3) Notify Party 10017-56 Ave (Building 8 within the industrial Edmonton AB T6E 5L7 - Canada Attn.: Jeff Weiland (587-987-6)		11) Remarks * PO NO. : 4505073394 * CIF			
4) Port of Loading South Korea, pusan new harbor	5) Final Destination Canada, VANCOUVER, BC				
6) Vessel Name COSCO SHIPPING LOTUS	7) Sailing on/or about 0CT. 17, 2021	T/T 60 days from B/L date			
12) Marks and number	13) Description of Goods EM8831AE001A##	14) Quantity/Unit 15) Unit-Price	16) Amount		
			*		
		CIF NORFOLK			
EM8831AE001A TOTAL: 30PAL	300PCS  300PCS	@1646.000000 	493,800.00		

Signed by

SAMSUNG SDI CO., LTD.

# SAMSUNG SDI

## PACKING LIST

1) Shipper/Exporter SAMSUNG SDI CO., LTD 150-20 Gongse-ro, Giheung-gu, Yongin-si,		8) No. & date of Invoice 9000336955 OCT. 17, 2021		
Gyeonggi-do 446-577, Korea TEL: 82-31-8006-3630 ATTN: TAE	HEE JUNG			
2) For Account & Risk of M ABB Enterprise Software Inc. USNBD Products and Systems 2500 S. Commerce Drive New Berlin ATTN: Gretchen Beers Tel: 24- E-mail: gretchen.beers@us.abb.c	WI 53151 696-1576	9) Remarks * PO NO. : 4505073394 * CIF		
3) Notify Party 10017-56 Ave (Building 8 within the industria Edmonton AB TGE 5L.7 - Canada Attn.: Jeff Weiland (587-987-62				
4) Port of Loading South Korea, pusan new harbor	5) Final Destination Canada, VANCOUVER, BC			
6) Vessel Name COSCO SHIPPING LOTUS	7) Sailing on/or about OCT. 17, 2021			

10) Marks & Nos. 11) Desc.of Goods 12) Quantity 13) Net-Weight 14) Gross-Weight 15) Measurement EM8831AE001A##MODULE

EM8831AE001A 30PAL - 30 ) @10PCS @580.000KGS @610.000KGS @0.821CBM 17400.000KGS 18300.000KGS TOTAL: 30PAL 300PCS 17400.000KGS 18300.000KGS 24.630CBM 

Signed by

SAMSUNG SDI CO., LTD.